

EXHIBIT A

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ELECTRIC SOLIDUS, INC. d/b/a SWAN BITCOIN

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

ELECTRIC SOLIDUS, INC. d/b/a
SWAN BITCOIN, a Delaware
corporation.

Plaintiff,

v.
PROTON MANAGEMENT LTD., a
British Virgin Islands corporation;
THOMAS PATRICK FURLONG; ILIOS
CORP., a California corporation;
MICHAEL ALEXANDER HOLMES;
RAFAEL DIAS MONTELEONE;
SANTHIRAN NAIDOO; ENRIQUE
ROMUALDEZ; and LUCAS
VASCONCELOS,
Defendants

Case No. 2:24-cv-8280-WLH-E

**PLAINTIFF'S FIRST EXPEDITED
SET OF INTERROGATORIES TO
INDIVIDUAL DEFENDANTS**

Action Filed: September 25, 2024

1 PROPOUNDING PARTY: **PLAINTIFF ELECTRIC SOLIDUS, INC. d/b/a**
2 **SWAN BITCOIN**

3 RESPONDING PARTY: **INDIVIDUAL DEFENDANTS**

4 SET NO.: **ONE**

5 Pursuant to Rule 26(d) of the Federal Rules of Civil Procedure and Civil Local
6 Rule 7-19.2, Plaintiff Electric Solidus, Inc. d/b/a Swan Bitcoin (“Plaintiff” or “Swan”),
7 by and through its counsel, hereby submit its first expedited set of interrogatories to each
8 Individual Defendant Thomas Patrick Furlong, Ilios Corporation, Michael Alexander
9 Holmes, Rafael Dias Monteleone, Santhiran Naidoo, Enrique Romualdez, and Lucas
10 Vasconcelos (each, “Defendant”). Each Individual Defendant is directed to give answers
11 to the following interrogatories separately, fully, in writing, under oath, within ten (10)
12 days. The following definitions and instructions shall apply:

13 **DEFINITIONS**

14 Unless otherwise defined, all words and phrases used herein shall be accorded
15 their usual meaning and shall be interpreted in their common, ordinary sense. As used
16 in these requests, the words set forth below shall be defined as follows:

17 1. The term “ACTION” shall mean the lawsuit PLAINTIFF filed as
18 referenced in the caption above, Case No. 2:24-cv-8280-WLH-E.

19 2. The term “COMMUNICATION” or “COMMUNICATE” shall mean and
20 refer to all forms of contact, whether oral, electronic, or written, formal or informal,
21 direct or indirect, at any time or place, and under any circumstances whatsoever,
22 whereby information of any nature was transmitted, transferred, or recorded.

23 3. The term “COMMUNICATIONS ACCOUNTS” shall mean any data
24 stored in any account used to exchange electronic COMMUNICATIONS, including but
25 not limited to e-mail accounts, iMessage accounts, Telegram accounts, WhatsApp
26 accounts, social media accounts (on Instagram, Facebook, X, Snapchat, or otherwise).

27 4. The term “CLOUD-BASED ACCOUNTS” shall mean any data stored in

28 **Exhibit A**
Page 6

any Cloud-based platform or other electronic back-up, storage, or email account, including without limitation GitHub, Gmail (or any other email account), Google Drive, Dropbox, Box, Sharepoint, Sharefile, and iCloud.

4 5. The term "COMPLAINT" shall mean the Complaint filed by PLAINTIFF
5 in the ACTION.

6 6. The term "CONTACT INFORMATION" shall mean the present or last known home or
7 business address (including company name), telephone number, email address, or if such information
8 is not available, other means of contact of which YOU are aware.

9 7. The term “DOCUMENT” is an all-inclusive term with the broadest
10 possible meaning accorded to it under case law and the Federal Rules of Civil Procedure,
11 and shall mean the original (or a true and accurate copy if the original is not available)
12 and each non-identical copy (which is non-identical because of alterations, attachments,
13 blanks, comments, notes, underlining, or otherwise) of any writing or record (whether
14 in tangible, electronic, or any other form) in YOUR actual or constructive possession,
15 custody, or control, including all DOCUMENTS YOU have provided to YOUR counsel.
16 The term “DOCUMENT” shall include, but is not limited to, any electronic or
17 computerized data compilation (including email and other computer-readable files),
18 whether or not printed, stored, or displayed, and any preliminary versions, drafts, or
19 revisions thereof. The term “DOCUMENT” shall also include all ESI,
20 COMMUNICATIONS, memoranda, letters, emails, calendar invitations, blog posts,
21 Internet posts, reports, message slips, telephone logs or records, diary entries, journal
22 entries, calendar entries, electronic organizer entries, writings, drawings, spreadsheets,
23 presentations, ledgers, minutes, financial reports or records, drafts, facsimiles, contracts,
24 invoices, records of purchase or sale, graphs, charts, photographs, video or audio
25 recordings, transcripts, indices, directories, and any other written, printed, typed,
26 punched, taped, filmed, or graphic matter however produced, stored, or reproduced. The
27 term “DOCUMENT” shall also include any post-it notes, files, folder tabs, and labels

Exhibit A

Page 7

1 appended to or containing such DOCUMENTS, as well as any metadata applicable to
2 any DOCUMENT.

3 8. The term “DEFENDANTS” shall mean Defendants Proton Management
4 Ltd., Thomas Patrick Furlong, Michael Alexander Holmes, Ilios Corp., Rafael Dias
5 Monteleone, Santhiran Naidoo, Enrique Romualdez, and Lucas Vasconcelos.

6 9. The term "EMPLOYMENT" includes full-time employment, part-time
7 employment, self-employment, work as an independent contractor, or any other activity
8 intended to generate income in exchange for the performance of personal services.

9 10. The term “ESI” refers to electronically stored information stored in any
10 medium from which information can be obtained either directly or, if necessary, after
11 translation by the responding party into a reasonably usable form.

12 || 11. The term "IDENTIFY" shall mean:

19 b. As applied to a COMMUNICATION, (i) the date of the
20 COMMUNICATION, (ii) the type of COMMUNICATION, (iii) the
21 substance of the COMMUNICATION, (iv) the identities of all
22 PERSONS present during or participants to the
23 COMMUNICATION (including their full names and their positions
24 within SWAN, PROTON, or a third party, if known), and (v) all
25 relevant DOCUMENTS.

26 c. As applied to a tangible thing that is not a DOCUMENT or
27 COMMUNICATION, (i) the product names, product numbers,

Exhibit A
Page 8

version numbers, and revision numbers; (ii) the date that the thing was first introduced for sale; (iii) the date of the thing's first sale; and (iv) all team names or project titles used in connection with the design, development, testing, or engineering of that tangible thing.

- d. As applied to an individual, (i) the full name of the individual (including any maiden name, prior name, “nickname,” or variation in spelling), (ii) present or last known CONTACT INFORMATION, (iii) dates of EMPLOYMENT, and (iv) all positions held at or with SWAN, PROTON, or a third party, if known.
 - e. As applied to an entity, (i) the full name of the entity, (ii) the state of incorporation or under whose laws the entity is formed, and (iii) present or last known CONTACT INFORMATION.
 - f. As applied to an event, (i) the date of the event, (ii) all facts surrounding the event, (iii) all witnesses to the event (including their full names and their positions within SWAN, PROTON or a third party, if known), and (iv) all relevant DOCUMENTS.

12. The term "INDIVIDUAL DEFENDANTS" shall mean Thomas Patrick Furlong, Michael Alexander Holmes, Ilios Corp., Rafael Dias Monteleone, Santhiran Naidoo, Enrique Romualdez, and Lucas Vasconcelos.

13. The terms "PERSON" or "PERSONS" are defined as any natural person or any legal entity, including, without limitation, any business or governmental entity or association.

14. The term “SOCIAL MEDIA” shall mean any Internet- or cloud-based platform used to COMMUNICATE with one or more PERSONS via written message, audio, video, or any other medium, including, but not limited to, Telegram, WhatsApp, GroupMe, Facebook, Instagram, Snapchat, Tumblr, Twitter, Google+, YouTube, WeChat, Reddit, Pinterest, LinkedIn, and TikTok.

Exhibit A
Page 9

1 15. The term “SWAN” shall mean and refer to Plaintiff Electric Solidus, Inc.
2 d/b/a Swan Bitcoin.

3 16. The term “SWAN INFORMATION” shall mean any DOCUMENT,
4 COMMUNICATION, information, compilation of information, or other material in any
5 form (tangible, intangible, or otherwise) created by or for SWAN and/or accessed,
6 downloaded, or originated from any electronically stored data and/or computer,
7 electronic communication, or data storage systems owned by SWAN, including without
8 limitation information that the INDIVIDUAL DEFENDANTS or any PERSON working
9 with or for SWAN created, accessed, or downloaded, or that originated from any
10 electronically stored data and/or computer, electronic communication, or data storage
11 system owned by SWAN related to 2040 Energy Ltd. or Bitcoin mining. SWAN
12 INFORMATION includes SWAN’s confidential and proprietary information and trade
13 secrets, including without limitation SWAN’s Bitcoin Network Operating Center
14 (“BNOC”), hash-rate optimization techniques, and proprietary financial modeling, data
15 analytics and monitoring tools.

16 17. The term “TETHER” shall refer to Tether, and any individual or entity that
17 is acting or has acted under its direction and/or control, including but not limited to
18 Zettabhash Inc., Tether Investments Limited, Marlin Capital Partners, and/or Zach Lyons.

18. The terms "YOU," "YOUR," and "YOURSELF" shall refer to each
INDIVIDUAL DEFENDANT, as applicable, and any individual or entity that is acting
or has acted under each INDIVIDUAL DEFENDANT's direction and/or control.

22 19. For purposes of interpreting or construing the scope of the Interrogatories
23 contained herein, the terms contained in such Interrogatories shall be given their most
24 expansive and inclusive interpretation. In order to bring within the scope of these
25 Interrogatories all information that might otherwise be construed to be outside of their
26 scope, the following rules of construction apply:

27 a. The singular shall include the plural and vice versa;

Exhibit A
Page 10

- 1 b. The connectives "and" and "or" shall be construed either
2 disjunctively or conjunctively as necessary to bring within the scope
3 of the Interrogatories all responses that might otherwise be construed
4 to be outside their scope;
- 5 c. The terms "any," "all," and "each" shall each be construed as
6 encompassing any and all;
- 7 d. The present term shall be construed to include the past term and vice
8 versa; and
- 9 e. References to employees, officers, directors, or agents shall include
10 both current and former employees, officers, directors, and agents.

11 20. The definitions used herein are chosen for clarification and the convenience
12 of the parties, and should not be construed as admissions.

INSTRUCTIONS

14 1. Each Interrogatory is to be answered separately and fully by YOU in
15 accordance with Rule 33 of the Federal Rules of Civil Procedure.

16 2. If YOU object to a portion of any Interrogatory, YOU should answer any
17 portion of the Interrogatory to which YOU have no objection. If YOU cannot answer
18 certain of the following Interrogatories in full after exercising due diligence to secure
19 the information to do so, answer to the extent possible and explain YOUR inability to
20 provide a complete answer. State whatever information or knowledge YOU have about
21 the unanswered portion of any Interrogatory.

22 3. YOU shall quote each Interrogatory in full immediately preceding the
23 corresponding response. Each answer, objection, or response to the Interrogatories shall
24 be identified by the same number and subpart of the corresponding Interrogatory and
25 shall appear in the same order as the corresponding Interrogatory.

26 4. If any part of any Interrogatory is objected to, the reasons for the objection
27 should be stated with specificity as to all grounds and, for the convenience of the Court

28 **Exhibit A**
 Page 11

1 and the parties, each Interrogatory should be quoted in full immediately preceding the
2 objection.

3 5. Whenever YOU are asked to "STATE THE BASIS" of or for a particular
4 claim, counterclaim, assertion, allegation, or contention, YOU shall: (a) describe all
5 facts, information, conclusions, theories, and arguments that pertain to or form the basis
6 of YOUR response; (b) IDENTIFY all DOCUMENTS (and, where pertinent, the
7 section, article, or subparagraph thereof) that pertain to or form any part of the basis of
8 YOUR response; (c) IDENTIFY all COMMUNICATIONS that pertain to or form any
9 part of the basis of YOUR response; and (d) IDENTIFY separately the acts or omissions
10 to act on the part of any PERSON (by stating their nature, time, and place and by
11 identifying the PERSONS involved) that pertain to or form any part of the basis of
12 YOUR response.

13 6. Each Interrogatory shall be answered in good faith and as completely as
14 YOUR knowledge will permit. YOUR answers shall be based upon YOUR entire
15 knowledge from all sources, including all information in YOUR possession, custody, or
16 control. YOU may not give lack of information or knowledge as an answer or as a
17 reason for failure to answer unless YOU state that YOU have made a reasonable inquiry
18 and that information known or readily obtainable by YOU is insufficient to enable YOU
19 to answer the substance of the Interrogatory.

20 7. These Interrogatories seek all information (including information contained
21 in or on DOCUMENTS or any tangible thing or material) that is known or available to
22 YOU, including all information in the possession of YOUR employees, agents,
23 representatives, accountants, attorneys, investigators, or consultants.

24 8. If any response to any Interrogatory (or portion thereof) is withheld on the
25 basis of any claim of privilege, YOU must set forth the information necessary for
26 PLAINTIFF to ascertain whether the privilege properly applies.

Exhibit A
Page 12

9. The fact that YOUR investigation is continuing or that discovery is not complete does not excuse YOU from answering each Interrogatory based on the knowledge YOU currently have.

10. These Interrogatories are continuing in nature.

11. PLAINTIFF serves these Interrogatories without prejudice to their right to serve additional Interrogatories.

12. Unless otherwise stated, these Interrogatories are limited to the time period of August 2, 2024 to the present.

INTERROGATORIES

INTERROGATORY NO. 1

IDENTIFY all SWAN INFORMATION in YOUR possession, custody, or control.

INTERROGATORY NO. 2

IDENTIFY each PERSON outside of or unaffiliated with SWAN to whom YOU have transmitted or provided SWAN INFORMATION, including but not limited to PROTON, TETHER, and/or any other third party.

INTERROGATORY NO. 3

IDENTIFY each electronic device, COMMUNICATIONS ACCOUNT, and CLOUD-BASED ACCOUNT on which YOU downloaded, accessed, or used SWAN INFORMATION in the six (6) months preceding YOUR resignation from SWAN or since YOU resigned from SWAN.

INTERROGATORY NO. 4

IDENTIFY each PERSON (whether employees or affiliates of PROTON or not) involved in YOUR recruitment to or hiring for PROTON.

INTERROGATORY NO. 5

1 STATE THE BASIS for YOUR September 30, 2024 representation to the Court
2 that SWAN does not “own or control” the trade secrets alleged in SWAN’s
3 COMPLAINT, as stated in YOUR Special Appearance to Oppose Plaintiff’s *Ex Parte*
4 Application (ECF No. 30).

5
6 DATED: October 9, 2024
7

GIBSON, DUNN & CRUTCHER LLP

8 By: /s/ Ilissa Samplin
9

Ilissa Samplin
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11 *Attorneys for Plaintiff*
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Exhibit A
Page 14
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